

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Robert Logsdon,

Plaintiff,

vs.

DIY Holster, LLC; John Farnlacher;
Michael Goerlich; and Doston Burton

Defendants.

No. _____

COMPLAINT

COMES NOW Plaintiff, Robert Logsdon ("Plaintiff"), individually, and by and through the undersigned attorney and sues the Defendants, DIY Holster, LLC ("Defendant DIY Holster"), John Farnlacher ("Defendant Farnlacher"), Michael Goerlich ("Defendant Goerlich") and Doston Burton ("Defendant Burton"), (collectively, "Defendants"), and he alleges as follows:

PARTIES

1. At all material times, Plaintiff is an individual residing in Lorain County, Ohio.
2. At all material times, Defendant DIY Holster was a corporation duly licensed to transact business in the State of Ohio. Defendant Metro Design does business, has offices, and/or maintains agents for the transaction of its customary business in Lorain County, Ohio.
3. At all relevant times, Plaintiff was an employee of Defendant DIY Holster. At all relevant times, Defendant DIY Holster, acting through its agents, representatives, employees, managers, members, and/or other representatives had the authority to hire and

1 fire employees, supervised and controlled work schedules or the conditions of employment,
2 determined the rate and method of payment, and maintained employment records in
3 connection with Plaintiff's Employment with Defendant DIY Holster. In any event, at all
4 relevant times, Defendant DIY Holster was an employer subject to the Fair Labor Standards
5 Act (FLSA) and employed Plaintiff.
6

7 4. At all relevant times, Defendant Farnlacher owns, operates as a manager of,
8 operates as a member of, and/or possesses a similar interest in Defendant DIY Holster. At all
9 relevant times, Defendant Farnlacher had the authority to hire and fire employees, supervised
10 and controlled work schedules or the conditions of employment, determined the rate and
11 method of payment, and maintained employment records in connection with Plaintiff's
12 Employment with Defendant DIY Holster. In any event, at all relevant times, Defendant
13 Farnlacher was an employer subject to the FLSA and employed Plaintiff.
14

15 5. At all relevant times, Defendant Goerlich owns, operates as a manager of,
16 operates as a member of, and/or possesses a similar interest in Defendant DIY Holster. At all
17 relevant times, Defendant Goerlich had the authority to hire and fire employees, supervised
18 and controlled work schedules or the conditions of employment, determined the rate and
19 method of payment, and maintained employment records in connection with Plaintiff's
20 Employment with Defendant DIY Holster. In any event, at all relevant times, Defendant
21 Goerlich was an employer subject to the FLSA and employed Plaintiff.
22

23 6. At all relevant times, Defendant Burton owns, operates as a manager of,
24 operates as a member of, and/or possesses a similar interest in Defendant DIY Holster. At all
25 relevant times, Defendant Burton had the authority to hire and fire employees, supervised and
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1 controlled work schedules or the conditions of employment, determined the rate and method
2 of payment, and maintained employment records in connection with Plaintiff's Employment
3 with Defendant DIY Holster. In any event, at all relevant times, Defendant Burton was an
4 employer subject to the FLSA and employed Plaintiff.

5 7. Upon information and belief, Defendants were and continue to be residents of
6 Lorain County, Ohio.
7

8 8. At all relevant times, Plaintiff was an "employee" of Defendant DIY Holster,
9 Defendant Farnlacher, Defendant Goerlich and Defendant Burton as defined by 29 U.S.C. §
10 203(e)(1).
11

12 9. The provisions set forth in 29 U.S.C. § 207(a) of the FLSA apply to Defendant
13 DIY Holster, Defendant Farnlacher, Defendant Goerlich and Defendant Burton.

14 10. At all relevant times, Defendant DIY Holster, Defendant Farnlacher,
15 Defendant Goerlich and Defendant Burton were and continue to be employers as defined by
16 29 U.S.C. § 203(d).
17

18 11. Defendants individually and/or through an enterprise or agent, directed and
19 exercised control over Plaintiff's work and wages at all relevant times.

20 12. Plaintiff, in his work for Defendants, was employed by an enterprise engaged in
21 commerce that had annual gross sales of at least \$500,000.
22

23 **JURISDICTION AND VENUE**

24 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29
25 U.S.C. § 201, *et seq.*
26
27

1 requirements during Plaintiff's employment. As such, Defendants' conduct constitutes a
2 willful violation of the FLSA.

3 28. Defendants refused and/or failed to properly disclose to or apprise Plaintiff of
4 his rights under the FLSA.

5
6 **COUNT ONE: FAIR LABOR STANDARDS ACT**
FAILURE AND/OR REFUSAL TO PAY OVERTIME

7 29. Plaintiff realleges and incorporates by reference all allegations in all preceding
8 paragraphs
9

10 30. In a given workweek, and during each and every workweek, during which
11 Plaintiff was employed by Defendants, Plaintiff regularly and consistently worked
12 approximately twenty (20) hours of overtime per week, and Defendants did not pay Plaintiff
13 one and one-half times his regular rate of pay for such time worked.
14

15 31. For example, and upon information and belief, during the workweek of
16 February 7, 2016, Plaintiff was scheduled, and worked, for more than 40 hours. Defendants
17 failed and/or refused to compensate Plaintiff at one and one-half times his regular rate of pay
18 for all time he worked in excess of forty (40) hours.

19 32. As a result, Defendants have intentionally failed and/or refused to pay Plaintiff
20 overtime according to the provisions of the FLSA.
21

22 33. Defendants further have engaged in a widespread pattern and practice of
23 violating the provisions of the FLSA by failing to pay Plaintiff in accordance with 29 U.S.C. §
24 207(a).
25

26 34. Although at this stage, Plaintiff is unable to state the exact amount owed for all
27 time worked during the course of his employment, Plaintiff believes that such information will

1 become available during the course of discovery. Furthermore, when an employer fails to keep
2 complete and accurate time records, employees may establish the hours worked by their
3 testimony, and the burden of overcoming such testimony shifts to the employer.

4 35. Defendants knew that – or acted with reckless disregard as to whether – their
5 refusal or failure to properly compensate Plaintiff over the course of his employment would
6 violate federal and state law, and Defendants were aware of the FLSA minimum wage
7 requirements during Plaintiff's employment. As such, Defendants' conduct constitutes a
8 willful violation of the FLSA.

10 36. Defendants have and continue to willfully violate the FLSA by not paying
11 Plaintiff a wage equal to one and one-half times Plaintiff's regular rate of pay for all time spent
12 performing labor for Defendants in excess of his regular 40-hour workweek.

14 37. As a result of Defendants failure or refusal to pay Plaintiff a wage equal to one
15 and one-half times Plaintiff's regular rate of pay for work Plaintiff performed for Defendants
16 in excess of his regular 40-hour workweek, Defendants violated 29 U.S.C. § 207(a). Plaintiff is
17 therefore entitled to compensation of one and one-half times his regular rate of pay, to be
18 proven at trial, plus an additional equal amount as liquidated damages, together with interest,
19 reasonable attorney's fees, and costs.

21 38. **WHEREFORE**, Plaintiff, Robert Logsdon, individually, requests that this
22 Court enter Judgment against Defendants DIY Holster, LLC; John Farnlacher; Michael
23 Goerlich; and Doston Burton, in his favor:

- 25 a. Awarding Plaintiff overtime compensation in the amount due to him for all of
26 Plaintiff's time worked in excess of forty (40) hours per work week at an amount
27

1 equal to one and one-half times Plaintiff's regular rate of pay while working at
2 DIY Holster, LLC.

- 3 b. Awarding Plaintiff liquidated damages in an amount equal to the overtime
4 award;
5
6 c. Awarding Plaintiff reasonable attorneys' fees and costs and expenses of the
7 litigation pursuant to 29 U.S.C. § 216(b);
8
9 d. For Plaintiff's costs incurred in this action;
10
11 e. Awarding Plaintiff pre-judgment interest, at the highest legal rate, on all
12 amounts set forth in subsections (a) and (b) above from the date of the payment
13 due for that pay period until paid in full;
14
15 f. Awarding Plaintiff post-judgment interest, at the highest legal rate, on all
16 amounts from the date of such award until paid in full;
17
18 g. For such other and further relief as the Court deems just and proper.

17 RESPECTFULLY SUBMITTED this 18th Day of October, 2016.

18 By: /s/ James L. Simon
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